

Amendment 1
To
AGREEMENT FOR ENGINEERING SERVICES
WEBB COUNTY AND PORRAS NANCE ENGINEERING
MIRANDO WATER WELL PROJECT (TXCDBG CONTRACT #7219095)

The original contract, dated **November 23, 2020** by and between **WEBB COUNTY**, a political subdivision of the State of Texas (hereinafter called "County") and **PORRAS NANCE ENGINEERING**, (hereinafter called "Engineer") to provide Engineering Services (to include construction plans, specification and estimates) is hereby amended in the following respects:

Strikethrough and bold language is deleted and underlined italicized bold language is new amended language.

Page 1., General Project Description:

The upgrade of the current Mirando City Water Supply Corporation (MCWSC) water system to provide a reliable source of water. Plans and specifications shall provide the necessary information to General Contractor(s) in order to drill one (1) water well (water well no. 4) approximately four hundred feet (400 ft.) in depth and install a submersible pump, pump motor, a well head motor and well housing. To include the installation of a phase three (3) electrical conversion at well site and the installation of twenty-one thousand one hundred and twenty linear feet (21,120 LF.) of a (~~4~~ 6" distribution line. The transmission line shall run west from the water well for approximately four and one-half (4.5) miles to a six-inch (6 in.) main line that runs north and parallel to Highway 649. Construction of new main water line shall tie into Mirando City system. The capacity expectation is to handle up to 75,000 gallons per day.

Being a proposed ~~4" or~~ 6" diameter PVC transmission main, which will replace the existing 4" main that was laid at existing grade over 10 years ago, requires a new main to be installed in an open trench, centered within existing easements. The finalized plans, specifications and bidding documents will be submitted to TCEQ and TOA for comment and/or approval prior to construction.

The project may be paid for in whole or in part with financial assistance from the State of Texas. The State of Texas nor any of their departments, agencies, boards, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

SECTION E -CONSTRUCTION STANDARDS - ITEMS

The project consists of:

The first phase of the project consists of plans, specifications and bidding documents for a ~~4" or~~ 6" diameter PVC transmission main which will replace the existing 4" main : Topographically survey the main alignment, develop construction plans, and stake the final alignment. ***The well and main improvements may be bid separately.*** Construction administration services will include review of contractor's shop drawings, pay application requests , periodic inspections of construction progress and project close-out documentation.

The new main will be installed in open trench , centered within existing easements. The finalized plans, specifications and bidding documents will be submitted to TCEQ and TOA for comment and/or approval prior to construction. Webb County will provide all bidding documents that must be included for their funding.

EXHIBIT A
Summary of Engineering Fees

The engineering fee to develop these plans, specifications, bid documents, cost estimates, construction staking and administration as described in this agreement is as follows:

| Task | Phase | Fee |
|------------------------------------------------------------------------------------------|-----------------|---------------------------------------|
| Topographic Survey, Water System Inventory, Hydraulic Analysis | D | \$ 18,000 |
| Plans, Specs, Bidding Docs, Estimates (Preliminary/Final) | D | \$ 60,000 |
| <u>Well & Elec. Plans, Specs, Bidding Docs, Estimates (Preliminary Final)</u> | <u>D</u> | <u>\$ 55,500</u> |
| Construction Staking, Administration & Project Close Out | C | \$ 18,000 |
| Total Transmission Main Engineering Services | | \$96,000 \$ 151,500 |

ATTACHMENT I

ATTACHMENT I - Compensation for Engineering Services During the Design Phase

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the day of _____, 20____, by and between by and between **WEBB COUNTY** , the OWNER , and **Porras Nance Engineering, L.L.C.1** the ENGINEER, the OWNER and ENGINEER agree this ___ day of _____, 20____, that the OWNER shall compensate the ENGINEER for services described in Section B-1 through B-9 and Section C designated Design Phase services.

2. Compensation for ENGINEERING SERVICES shall be by a FIRM FIXED PRICE METHOD. The FIRM FIXED PRICE is:

~~\$78,000.00~~ \$133,500 (See Exhibit A - Summary of Engineering Fees: Subtotal - Design Phase)

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-6.
3. Signatures

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER: WEBB COUNTY

Type Name: Luis Perez Garcia, P.E.
 Title: Webb County Engineer
 Date: _____

ENGINEER: Porras Nance Engineering

Type Name THELMA PORRAS NANCE, P.E.
 Title PRINCIPAL
 Date _____

Paragraph 2: The parties agree that the foregoing amendment shall be hereinafter considered a part of the contract referred to above and incorporated by reference therein for all purposes. The amendments shall be subject to any and all other provisions of the contract which are hereby ratified by the parties and remain in full force and effect, with the exception of the parts or provisions of the contract which have been modified by this amendment or prior amendments.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 on the dates set forth below.

WEBB COUNTY

PORRAS NANCE ENGINEERING

 Tano E. Tijerina
 Webb County Judge

 Thelma Porras Nance, P.E.
 Owner

Date: _____

Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

Nathan R. Bratton
General Counsel
Civil Legal Division*

*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).